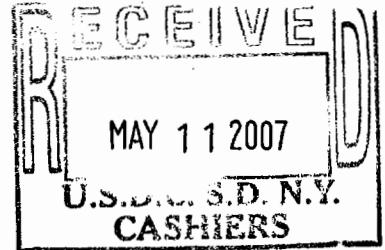


JUDGE STEIN

BLANK ROME, LLP
Attorneys for Plaintiff
Jeremy J.O. Harwood (JH 9012)
405 Lexington Avenue
The Chrysler Building
New York, NY 10006
(212) 885-5149

07 CV 3736

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



GARDNER SMITH PTY. LIMITED,

Plaintiff,

-against-

SUNSHINE OIL & CHEMICAL
DEVELOPMENT CO.,

Defendant.

07 Civ.

VERIFIED COMPLAINT

Plaintiff GARDNER SMITH PTY. LIMITED ("GARDNER SMITH"), as Disponent Owner of the M/V SONGA CRYSTAL, by its attorneys Blank Rome, LLP, complaining of the above-named Defendant SUNSHINE OIL & CHEMICAL DEVELOPMENT CO. ("SUNSHINE"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has subject matter jurisdiction.

2. At all material times, GARDNER SMITH was and now is a foreign company organized and existing under the laws of Australia and the disponent owner of the Motor Vessel SONGA CRYSTAL (the "Vessel").

3. At all material times, defendant SUNSHINE was and now is a corporation organized and existing under the laws of Nigeria.

THE BASIC FACTS

4. On or about December 4, 2006 GARDNER SMITH contracted to sell and deliver to SUNSHINE a cargo of "indelible fancy tallow" (the "Contract").

5. Pursuant to the terms of the Contract GARDNER SMITH had chartered the Vessel "SONGA CRYSTAL" ("Vessel") to carry the tallow from Australia to Nigeria.

6. The Contract specifically provided in its "Terms of Discharge" that SUNSHINE would be permitted an allotted amount of "lay time" (based on the cargo quantity) for discharge after which SUNSHINE would be liable for demurrage of \$10,000 per day, for delays to the performing vessel, as set out in incorporated standard charter party forms.

7. The Vessel loaded the tallow in Australia for discharge at Lagos, Nigeria. Four bills of lading, dated January 11, 2007 were issued.

8. When the Vessel arrived for discharge at Lagos, Nigeria numerous transport and logistical problems caused delays in discharge for which SUNSHINE is liable for demurrage under the terms of the Contract.

9. The Vessel incurred demurrage in the sum of \$169,029.31 for the delay in discharge from February 8, 2007 (1000 hours) to February 26, 2007 (1810 hours) which Gardner Smith cumulatively and finally invoiced SUNSHINE. See Harwood Affidavit, Ex. 1.

10. Despite repeated request SUNSHINE has refused to pay the demurrage that it owes.

11. The Contract is subject to English law and London arbitration. This action is expressly filed without prejudice to that right of arbitration.

COUNT I

RULE B RELIEF

12. Plaintiff repeats paragraphs 1 through 11 as if fully set forth herein.

13. Plaintiff seeks issuance of process of maritime attachment so that it may obtain security for its claims including its English attorneys' fees and arbitrators' fees which are routinely awarded in London arbitration and no security for Plaintiff's claim has been posted by SUNSHINE or anyone acting on its behalf to date.

14. At best as can now be estimated, Plaintiff expects to recover the following amounts in the arbitration:

A. On the principal claim	\$169,029.00
B. Estimated Recoverable English Lawyers and Arbitrators' Fees & "Costs"	\$ 80,000.00
C. Interest over the course of 3 years at prime rate average of 8% per annum:	\$ 40,566.00
TOTAL:	\$289,595.00

15. Defendant cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure ("Rule B"), but is believed to have, or will have during the pendency of this action, assets in this jurisdiction.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against SUNSHINE, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That since SUNSHINE cannot be found within this District pursuant to Rule B, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of SUNSHINE's tangible or intangible property or any other funds held by any garnishee, which are due and owing to SUNSHINE up to the amount of \$289,595 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the matters alleged in the Verified Complaint;

C. That this Court retain jurisdiction over this matter through the entry of a judgment or award associated with the pending claims including appeals thereof.

D. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: New York, NY
May 11, 2007

Respectfully submitted,
BLANK ROME, LLP
Attorneys for Plaintiff

By Jeremy J. Harwood
Jeremy J.O. Harwood (JH 9012)
405 Lexington Avenue
New York, NY 10174
Tel.: (212) 885-5000

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

Jeremy J.O. Harwood, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome, LLP, attorneys for Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of Plaintiff.

Jeremy J.O. Harwood.
Jeremy J.O. Harwood

Sworn to before me this
11th day of May 2007

Karl V. Reda
Notary Public

KARL V. REDA
Notary Public, State of New York
No. 30-4783126, Qual. in Nassau Cty.
Certificate Filed in New York County
Commission Expires Nov. 30, 2009

BLANK ROME, LLP
Attorneys for Plaintiff
Jeremy J.O. Harwood (JH 9012)
405 Lexington Avenue
The Chrysler Building
New York, NY 10006
(212) 885-5149

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GARDNER SMITH PTY. LIMITED,

Plaintiff,

-against-

SUNSHINE OIL & CHEMICAL
DEVELOPMENT CO.,

Defendant.

07 Civ.

**AFFIDAVIT UNDER
SUPPLEMENTAL RULE B**

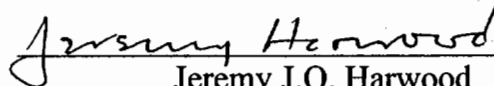
STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

JEREMY J.O. HARWOOD, being duly sworn, deposes and says:

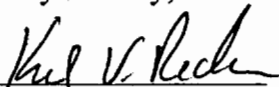
1. I am a member of the Bar of this Honorable Court and a member of the firm of Blank Rome, LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the complaint and submit this affidavit in support of Plaintiff's request for the issuance of process of maritime attachment and garnishment of the property of defendant SUNSHINE OIL & CHEMICAL DEVELOPMENT CO., as Owner of the M/V SONGA CRYSTAL, a company organized and existing under the laws of Nigeria,

pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

2. The defendant is not incorporated or registered to do business in this State.
3. Under my supervision, my office did a search of the New York State Secretary of State, Division of Corporations, Transportation Tickler (2006 edition), telephone assistance in New York City, and the internet Yellow Pages.
4. In our search, we did not find any listing or reference to defendant in this district or state.
5. In the circumstances, I believe the defendants cannot be "found" within this district.
6. I attach as Exhibit 1 hereto a copy of the demurrage invoices and supporting documents.


Jeremy J.O. Harwood

Sworn to before me this
11th day of May, 2007


Notary Public

KARL V. REDA
Notary Public, State of New York
No. 30-4783126, Qual. in Nassau Cty.
Certificate Filed in New York County
Commission Expires *Nov. 30, 2009*

DEMURRAGE STATEMENTVESSEL
PRODUCTSONGA CRYSTAL
INEDIBLE TALLOW

DATE

TIME

TONNAGE

TALLOW

3449.632

AT PILOT STATION

8/02/2007

4:00

BERTHING PILOT ON BOARD

20/02/2007

14:58

BERTHED

20/02/2007

16:30

NORT

8/02/2007

4:00

HOSES ON

20/02/2007

21:25

HOSES OFF

26/02/2007 TBC

VESSEL DEPARTED

26/02/2007

18:10

TIME TO START COUNTING

8/02/2007

10:00

(6 HRS NOR T/BERTHING WHICHEVER SOONER)

TIME TO STOP COUNTING

26/02/2007

18:10

TIME USED DAYS

18.34028

TIME ALLOWED 100 MT/HR (DAYS)

1.43735

TIME ON DEMURRAGE DAYS

16.90293

DEMURRAGE INCURRED

10,000

169,029.31 USD

PREPARED BY

ANNE SANDOW

GARDNER SMITH PTY LTD - LOGISTICS

Exh. "A"



Gardner Smith Pty Limited
 ABN 73 107 971 095
 Level 14, 61 Lavender Street
 Milsons Point NSW 2061
 Sydney, Australia
 Telephone 61 2 9965 5900
 Facsimile 61 2 9959 3347
 Email gssyd@gardnersmith.com
 Web www.gardnersmith.com

Sunshine Oil and Chemical Dev Co Ltd
 KM 5 OLD LAGOS ROAD
 OPERE VILLAGE
 IBADAN OYO STATE
 NIGERIA

Date : 12/2/2007

Invoice No : D0989

TO : DEMURRAGE INCURRED TO DATE

Vessel : SONGA CRYSTAL
 Arrival : 8TH FEBRUARY 2007
 Product : INEDIBLE TALLOW
 Discharge Port : LAGOS NIGERIA
 REF : SO2259

Demurrage calculation based per contract SO2259 "Terms of Discharge"

CALCULATION UNTIL 12/2/2007 0900 HOURS.
 PLEASE NOTE THIS CALCULATION FOR DEMURRAGE INCURRED TO DATE
 ADJUSTMENTS TO FOLLOW AS TIME CONTINUES TO COUNT.

DEBIT TOTAL 39,583.33 USD

Please arrange telegraphic transfer reimbursement to :-

Bank: Honk Kong & Shanghai Bank (HSBC)
 BSB: 342-011
 Account Number: 241700-159
 Account Name: Gardner Smith Pty Ltd
 Account Type: International Cash Management Account
 SWIFT CODE: HKBAU2SSYD

Exchange Centre Branch
 28 Bridge St
 SYDNEY NSW 2000

Due date : ~~14th February 2007~~

21ST MARCH 2007



\$ del 27/2/07



Sunshine Oil and Chemical Dev Co Ltd
KM 5 OLD LAGOS ROAD
OPERE VILLAGE
IBADAN OYO STATE
NIGERIA

13/2/2007

Date :

Invoice No : D0990

TO : DEMURRAGE INCURRED TO DATE

Vessel : SONGA CRYSTAL
Arrival : 8TH FEBRUARY 2007
Product : INEDIBLE TALLOW
Discharge Port : LAGOS NIGERIA
REF : SO2259

Demurrage calculation based per contract SO2259 "Terms of Discharge"

ADDITIONAL INVOICE FOR DEMURRAGE INCURRED FROM:
12/2/2007 0900 HOURS TO 13/2/2007 0900 HOURS
PLEASE NOTE THIS CALCULATION FOR DEMURRAGE INCURRED TO DATE
ADJUSTMENTS TO FOLLOW AS TIME CONTINUES TO COUNT.

DEBIT TOTAL

10,000.00 USD

Please arrange telegraphic transfer reimbursement to :-

Bank: Honk Kong & Shanghai Bank (HSBC)
BSB: 342-011
Account Number: 241700-159
Account Name: Gardner Smith Pty Ltd
Account Type: International Cash Management Account
SWIFT CODE: HKBAU2SSYD

Exchange Centre Branch
28 Bridge St
SYDNEY NSW 2000

Due date : 15th February 2007

21ST MARCH 2007



27/2/07



Sunshine Oil and Chemical Dev Co Ltd
KM 5 OLD LAGOS ROAD
OPERE VILLAGE
IBADAN OYO STATE NIGERIA

Gardner Smith Pty Limited
ABN 73 107 971 095
Level 14, 61 Lavender Street
Milsons Point NSW 2061
Sydney, Australia
Telephone 61 2 9965 5900
Facsimile 61 2 9959 3347
Email gssyd@gardnersmith.com
Web www.gardnersmith.com

Date 14/2/2007

Invoice No : D0991

TO : DEMURRAGE INCURRED TO DATE

Vessel : SONGA CRYSTAL
Arrival : 8TH FEBRUARY 2007
Product : INEDIBLE TALLOW
Discharge Port : LAGOS NIGERIA
REF : SO2259

Demurrage calculation based per contract SO2259 "Terms of Discharge"

ADDITIONAL INVOICE FOR DEMURRAGE INCURRED FROM:
13/2/2007 0900 HOURS TO 14/2/2007 0900 HOURS
PLEASE NOTE THIS CALCULATION FOR DEMURRAGE INCURRED TO DATE
ADJUSTMENTS TO FOLLOW AS TIME CONTINUES TO COUNT.

DEBIT TOTAL

10,000.00 USD

Please arrange telegraphic transfer reimbursement to :-

Bank: Honk Kong & Shanghai Bank (HSBC)
BSB: 342-011
Account Number: 241700-159
Account Name: Gardner Smith Pty Ltd
Account Type: International Cash Management Account
SWIFT CODE: HKBAAU2SSYD

Exchange Centre Branch
28 Bridge St
SYDNEY NSW 2000

~~Due date : 16th February 2007~~

21ST MARCH 2007



\$ 22 27/2/07



Sunshine Oil and Chemical Dev Co Ltd
KM 5 OLD LAGOS ROAD
OPERE VILLAGE
IBADAN OYO STATE NIGERIA

Gardner Smith Pty Limited
ABN 73 107 971 095

Level 14, 61 Lavender Street
Milsons Point NSW 2061
Sydney, Australia

Telephone 61 2 9965 5900

Facsimile 61 2 9959 3347

Email gssyd@gardnersmith.com

Web www.gardnersmith.com

Date 27/2/2007

Invoice No : D0992

TO : DEMURRAGE INCURRED TO DATE

Vessel : SONGA CRYSTAL
Arrival : 8TH FEBRUARY 2007
Product : INEDIBLE TALLOW
Discharge Port : LAGOS NIGERIA
REF : SO2259

Demurrage calculation based per contract SO2259 "Terms of Discharge"

TOTAL DEMURRAGE INCURRED	169029.31	USD
DEMURRAGE INVOICED TO DATE : DB NO 0989 /0990/0991	59583.33	USD
TOTAL THIS DEBIT NOTE	109445.98	USD

DEBIT TOTAL 109,445.98 USD

Please arrange telegraphic transfer reimbursement to :-

Bank: Honk Kong & Shanghai Bank (HSBC)
BSB: 342-011
Account Number: 241700-159
Account Name: Gardner Smith Pty Ltd
Account Type: International Cash Management Account
SWIFT CODE: HKBAU2SSYD

Exchange Centre Branch
28 Bridge St
SYDNEY NSW 2000

Due date : 21ST March 2007



Prolific International Agencies Ltd.

RC 373172

• Shipping • General Suppliers • General Marine Services

1, Commercial Road, 1st Floor,
Aquarius Block, Right Wing,
Eleganza Plaza, Apapa,
Lagos - Nigeria.

P. O. Box 2200,
Apapa, Lagos.
Tel/Fax: 5876709
E-mail: prolific@beta.linkserv.com

13th February 2007

The Chairman
Sunshine Oil And Chemical Dev. Company Ltd
Ibadan
Oyo State

Dear Sir,

NOTICE OF DEMURRAGE ON M/T SONGA CRYSTAL

Please be informed that M/T Songa Crystal arrived at 0400hrs of 8th February and was ready to discharge approximately 3450m/t of fancy tallow.

We hereby place you on notice that demurrage is accruing on the vessel.

Yours sincerely

Nathaniel Etugbo
Managing Director

ATTN. Anne

STATEMENT OF FACTS

Vessel	Voy nr	Flag	Captain	Port
MT SONGA CRYSTAL	02/06	MARSHALL ISLAND	K.MYINT	HARCOURT

Charterer	C/P from	C/P Date	Remarks
PATERSON ZOCHONIS LTD.			

Cgo nr	Commodity	Nom qty	B/L figs	Berth	Destination/Origin
	TALLOW		7,342.666 mts.	NO.1	

First hose connected	Last hose disconnected	Time used	Stowage
1135 HRS. OF 01.03.07	1100 hrs OF 03.03.07		3P/S, 4P/S, 5P/S, 6S.

Date	Time	Text
01.03.07	0905 hrs.	All fast
		NOR tendered
		NOR accepted
		N2 hose connected
		N2 hose disconnected
		Vaporhose connected
01.03.07	1135 hrs.	Cargo hose connected
01.03.07	1235 hrs.	Commenced discharging
03.03.07	0955 hrs	Completed discharging
03.02.07	1100 hrs	Cargohose disconnected
		Vaporhose disconnected
		Cargo documents on board

Delays and stoppages

Date	Time	Text and remarks
27.02.07	1630 hrs.	Vessel arrived f.w.buoy.
28.02.07	1600 hrs.	Vessel left f.w.buoy, proceeding to bonny town.
28.02.07	1730 hrs.	First p.o.b
28.02.07	1807 hrs.	Vessel anchored bonny town
01.03.07	0530 hrs.	Vessel left bonny town anchorage
01.03.07	0905 hrs.	Allfast @ berth no.1
01.03.07	0950 hrs.	Surveyor o/b
01.03.07	1010 hrs.	Customs break-bulk
01.03.07	1025-1215	Ullage/calculation
01.03.07	1235 hrs.	Commenced discharge
01.03.07	1335-1512	Shore line leakage
01.03.07	1512 hrs.	Recommenced discharge
03.03.07	0955 hrs	Completed discharge
03.03.07	1005 hrs	Commenced blowing
03.03.07	1045 hrs	Commenced tank inspection
03.03.07	1055 hrs	Completed blowing
03.03.07	1100 hrs	Completed Tank inspection

Shippers/Receivers

Vessels Agent

